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May 20, 2012

Federal Communications Commission
445 12th St., S.W.
Washington, D.C. 20554

Re: DA 12-523
Released: April 2, 2012
COMMISSION SEEKS COMMENT ON EMERGENCY
COMMUNICATIONS BY AMATEUR RADIO AND IMPEDIMENTS TO
AMATEUR RADIO COMMUNICATIONS
GN Docket No. 12-91

Gentlemen,

I sent the attached piece of e-mail to the chairman of the deed restriction committee in our Rolling Fork Section 3 Subdivision in Harris County, Texas, just outside of Houston. It was sent on April 10, 2012, and has not been responded to, nor do I expect it will be responded to.

In it, I ask for the committees thought on me setting up antennas on our residential lot in Rolling Fork subdivision. Over the past three years, I have picked up on the attitude of the deed restrictions committee regarding such things as ham radio structures of any kind and the committee essentially is intolerable of any such structures. **Were I to just put up an antenna, even though the deed restrictions (a copy of which is attached) make no mention of prohibition of any antennas other than television dish antennas, the deed restriction committee will torture the meaning of some other deed restriction in denying approval of erecting ham radio antennas and will threaten a lawsuit if any structure they do not approve is erected.**

I strongly urge the FCC to come down hard on deed restriction committees that use the threat of a lawsuit regardless of however weak their legal position might be under existing deed restrictions because, without an antenna, I cannot transmit and receive radio signals in the exercise of my FCC ham radio general class license.

Roger T. Yokubaitis
May 20, 2012
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Thank you for your consideration.

Regards,

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Notice: This communication contains confidential information that is privileged or exempt from disclosure under applicable law. If you are not the addressee, his agent, or attorney, you may not divulge or publish the existence, contents, substance, purport, effect, or meaning of this communication (including all attachments) under penalty of law (**47 United States Code § 605**) and are instructed to immediately notify Roger T. Yokubaitis of your receipt of this communication by e-mail at Yokubaitis@msn.com, by fax at **(832) 201-6763**, or by telephone (collect) at **(713) 227-9000**. Thank you!

From: [Roger T. Yokubaitis](#)
To: [Charles Jackson](#)
Subject: Ham radio antennas
Date: Tuesday, April 10, 2012 12:52:03 pm
Sensitivity: Confidential

Dear Charles,

As you are aware, I am a Federal Communications Commission-licensed ham radio operator. I hold the F.C.C. ham radio station license having callsign WB5YJN and a F.C.C. general class ham radio operator license. Over the years, I have regularly participated in ham radio emergency operation drills and actual ham radio emergency operations all over the world.

I am interested in putting up one or more ham radio antennas in my back yard at my home at 8303 Ivan Reid Drive so I can exercise my ham radio license. However, the only section of the Rolling Fork amended deed restrictions directly applicable to "Antennas and Satellite Dishes" appears to apply only to television antennas and not to ham radio antennas.

"IV.01 (I) Antennas and Satellite Dishes: Exterior TV antennas or satellite dishes are forbidden unless you have prior written approval from the Committee."

If it is of any assistance to the Committee, I have no plans on putting up a ham radio satellite dish without the Committee's written approval. I am interested, however, in putting up in my back yard at 8303 Ivan Reid Drive a ham radio tower of from 35 feet to 50 feet in height having a rotatable ham radio yagi antenna on top of the tower, which ham radio yagi antenna looks similar to a conventional television horizontal yagi antenna, but is somewhat larger in size. I also am considering putting up a 50-foot push-up pole in my backyard, the top of which would support two roughly 80-foot lengths of a ham radio wire antenna. I also am considering simply using my existing ham radio vertical antenna.

Instead of me trying to guess what deed restrictions, if any, the Committee interprets as otherwise applicable to any of these three antennas, I would appreciate the Committee telling me in advance by reply e-mail (i) whether any of the other amended deed restrictions are interpreted by the Committee as applicable to any or each of the three antennas I am considering as described above and, if so, (ii) which of the other amended deed restrictions the Committee interprets as applicable to any or each of the three ham radio antennas I am considering as described above so that I might comply with such deed restrictions. Once I have received the Committee's feedback in this regard, I can take the next step of preparing detailed drawings of the ham radio antenna or antennas I select to put up

and can submit a formal application to the Committee.

Lastly, please furnish me with the names and addresses of any other ham radio operators in Rolling Fork that have gone through amended deed restriction consideration by the Committee.

Thank you in advance for your kind consideration.

Regards,

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**The Amended Declarations of Covenants, Conditions
and Restrictions for Sections 1, 2, 3, 4 and 7, Block 2 of
Rolling Fork**

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ROLLING FORK
THE AMENDED DECLARATIONS OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
SECTIONS 1, 2, 3, 4 AND 7, BLOCK 2 OF
ROLLING FORK

THE STATE OF TEXAS

COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

PREAMBLE The residential community known as ROLLING FORK, in Harris County, Texas, consisting of the following five tracts of land according to the map of said subdivision filed for record in the Harris County Clerk's office, and being governed by the ROLLING FORK OWNERS COMMITTEE, INCORPORATED, does hereby amend and modify the restrictions, covenants, and conditions for all sections to bring about uniformity in the regulation of said residential community.

SECTION 1 being that certain tract of land containing 9.368 acres, more or less, out of the George Ayers Survey, Abstract No. 107, in Harris County, Texas which is recorded in Volume 180, at Page 95 of the Map Records of Harris County, Texas.

SECTION 2 being that certain tract of land containing 30.06 acres, more or less, out of the George Ayers Survey, Abstract No. 107, in Harris County, Texas which is recorded in Volume 185, at Page 76 of the Map Records of Harris County, Texas.

SECTION 3 being that certain tract of land containing 189.3127 acres, more or less, out of the George Ayers Survey, Abstract No. 107, in Harris County, Texas which is recorded in Volume 213, at Page 1 of the Map Records of Harris County, Texas.

SECTION 4 being that certain tract of land containing 16.6617 acres, more or less, out of

the George Ayers Survey, Abstract No. 107 in Harris County, Texas which is recorded in Volume 251, at Page 98 of the Map Records of Harris County, Texas.

SECTION 7 being certain tracts 4 through 9 in Block 2 of the ROLLING FORK SUBDIVISION, according to the Map or Plat thereof which appears in Volume 283, at Page 139, of the Map Records of Harris County, Texas.

The Owners in the residential community known as ROLLING FORK, desiring to carry out a uniform plan for the improvement, development, sale and use of all of the land in said ROLLING FORK for the benefit of the present and future Owners, do hereby covenant and agree with each other to adopt the following amended reservations, restrictions, covenants, conditions and easements to apply uniformly to the use, occupancy and conveyance of all Lots in ROLLING FORK, and each contract or deed which has heretofore been, or may hereafter be executed with regard to any of the Lots in said ROLLING FORK shall be conclusively held to have been executed, delivered, and accepted subject to the following reservations, restrictions, covenants, conditions, easements, liens and charges, regardless of whether or not said reservations, restrictions, covenants, conditions, easements, liens and charges are set out in full in said contract or deed.

ARTICLE I
GENERAL PROVISIONS

I:01. Definition:

(1) Committee - shall mean the ROLLING FORK OWNERS COMMITTEE, INC., its successors and assigns. The Committee is elected according to its by-laws and is the governing body of the community. The Committee has the power to interpret and enforce all provisions in this Amended Declaration of Covenants, Conditions and Restrictions subject to the right to appeal by the Owner(s) in person to the full Committee. After such appeal, the Committee's decision on enforcement and interpretation of this Amended Declaration of Covenants, Conditions and Restrictions shall be conclusive and binding on all parties. The Committee has the power to collect and disburse those maintenance assessments as described in Article V. The Committee can employ any individuals, professionals, or managers to assist it in enforcing the Amended Declaration of Covenants, Conditions and Restrictions and in carrying out its responsibilities as stated in this Amended Declaration of Covenants, Conditions and Restrictions.

(2) Owners - shall mean the legal title holder of record, whether one or more persons or entities, of any portion of the Property, including Owners who have contracted to sell any Property and any person or entity holding legal title as trustee, but excluding those having such interest merely as security for the performance of an obligation. The term "Owner" as used in these Restrictions is further defined to include the heirs, executors, personal representatives, administrators, devisees and assigns of any Owner, and all other persons, firms or corporations acquiring or succeeding to the title of the Owner by sale, grant, will, foreclosure, execution, or by any legal process, or by operation of law or in any other legal name.

(3) Vote - each Lot will have only one vote, to be cast as the Owners thereof among themselves shall determine.

(4) Eligible Voters - shall mean a ROLLING FORK Lot Owner in good standing in the community, i.e. no Committee liens on the Property and all fees current, no outstanding documented deed restriction violations or outstanding debts to the Committee.

(5) Property - shall mean: (a) that certain real property first hereinabove described (i.e. Sections 1 through 4 and Section 7, Block 2), and (b) such additions thereto as may hereafter be brought within the jurisdiction of the Committee.

(6) Lot - shall mean the Lots described in the preamble hereto, as well as building sites resulting from re-subdivision or consolidation of such Lots. All Lots shall be used for one single-family residential dwelling. In the event of a subdivision of any Lot, an assessment will be charged for each dwelling. In the event of a consolidation of Lots, a pro rata assessment will be set by the Committee based on the number of Lots consolidated. Reserve "F" (Rolling Fork Recreational Club) and Reserve "C" are excluded from the single-family residential requirement.

(7) Developed Lot - shall mean a Lot with any improvement on it and with utilities installed and ready to furnish utility service to such Lot.

(8) Undeveloped Lot - shall mean any Lot which is not a developed Lot.

(9) Common Area - shall mean all real property, if any, together with any improvements thereon owned by the Committee for the common use and benefit of the Owners.

(10) Restrictions - shall mean those certain covenants, conditions, reservations, easements and restrictions hereinafter set forth.

(11) Declaration - The Amended Declarations of Covenants, Conditions and Restrictions for Sections 1, 2, 3, 4 and 7, Block 2 of Rolling Fork and any and all amendments thereto.

(12) His/Her - The use of the term his/her is gender neutral.

(13) Grantor - shall refer to Reid and Reid, Inc. for Sections 1, 2, 3 and 4 and to Shadow Lake Corporation for Section 7, Block 2.

I:02. Enforcement: The Committee, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all Restrictions, conditions, covenants, easements, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Committee or by any Owner to enforce any covenant, reservation, condition, easement, lien, charge or Restriction herein contained shall in no event be deemed a waiver of the right to do so hereafter.

I:03. Severability: Invalidation of any one of the provisions of this Declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

I:04. Owner's Easement of Enjoyment: Every Owner shall have a right and easement of enjoyment in and to the Common Area, if any, which shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

(a) The right of the Committee to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area, if any.

(b) The right of the Committee to suspend the voting rights and right to use of the recreational facility by an Owner for any period during which any assessment or maintenance fee against his/her Lot remains unpaid; and for a period not to exceed sixty (60) days for each infraction of its published rules and regulations.

(c) The right of the Committee to dedicate or transfer all or any part of the Common Area, if any, to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective unless approved by a simple majority of the total Eligible Voters, and recorded in the Public Records of Real Property of Harris County, Texas.

(d) The right of the Committee to collect and disburse those funds as set forth in Article V.

I:05. Delegation of Use: Any Owner may delegate, in accordance with the by-laws of the Committee, his/her right to enjoyment of the Common Area and facilities, if any, to the members of his family, his tenants or contract purchasers, provided such persons reside on the property.

I:06. Duration: The provisions of this Declaration, shall run with and bind the land, for a term of ten (10) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

I:07. Amendment Process: This Declaration may be amended, by an instrument signed by not less than sixty percent (60%) of the total Eligible Voters (as defined in I:01). No person shall be charged with notice of or inquiry with respect to any amendment until it has been filed for record in the Official Public Records of Real Property of Harris County, Texas.

I:08. Annexation: Additional residential property and Common Area may be annexed to the Properties by the Committee.

I:09. Books and Records: The books, records and papers of the Committee shall with reasonable notice and during reasonable business hours, be subject to inspection by any Owner. The Articles of Incorporation, by-laws of the Committee and this Declaration shall be available for inspection by any Owner at the principal office of the Committee where copies may be purchased at a reasonable cost.

I:10. Interpretation: If this Declaration or any word, clause, sentence, paragraph or other part thereof shall be susceptible to more than one conflicting interpretation, then the interpretation which is most nearly in accordance with the other provisions, general purposes, and objectives of this Declaration shall govern.

I:11. Omissions: If any punctuation, word, clause, sentence or provision necessary to give meaning, validity or effect to any other word, clause, sentence or provision

appearing in this Declaration shall be omitted herefrom, it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

I:12. Notices: Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Committee at the time of such mailing.

I:13. Violation of Declaration: Enforcement of this Declaration shall be by proceedings at law or in equity against any person or persons violating or attempting to violate this Declaration, either to restrain or prevent such violation or proposed violation by an injunction, either prohibitive or mandatory, or to obtain any other relief authorized by law. Attorneys' fees, court costs and interest at the maximum lawful rate and other costs incurred by such enforcement shall be the personal obligation of the Owner violating or intending to violate these Restrictions. Such enforcement may be by the Committee or by any Owner. The failure of any person entitled to enforce this Declaration, to enforce the same, shall in no event be deemed a waiver of the right to enforce this Declaration by such Owner or other Owners thereafter.

I:14. Mergers: Upon a merger or consolidation by the Committee with another such association, the assets, rights, and obligations of the other such association may be added to the Properties, assets, rights and obligations of the Committee as a surviving corporation pursuant to a merger or alternately, the Committee's Properties and assets, rights and obligations may be transferred to another surviving or consolidated association. The surviving or consolidated association shall then administer this Declaration to govern the combined properties. No such merger or consolidation shall effect any revocation, amendment, or addition to this Declaration.

ARTICLE II RESERVATIONS

In authenticating the Subdivision map for record, and in dedicating the streets, alleys, parks, walks and easements to the use of the present and future Owners of said Lots and to the public, there shall be and are hereby reserved in Grantor, its successors and assigns, the following rights, title and easements, which reservations shall be considered a part of the land and construed as being adopted in each and every contract, deed or other conveyance executed or to be executed by or on behalf of Grantor in the conveyance of said property or any part thereof, to-wit:

II:01 The parcel designated at Lot Ten (10) on the recorded map of ROLLING FORK, SECTION 1, (being the Lot between the cul-de-sac of Donys Drive and the Rolling Fork Creek) may be used for a water well site or a green area and shall not be subject to the annual maintenance charge set out elsewhere herein, but shall be subject to all other appropriate Restrictions set forth herein. No building, fence, or other structure shall be placed or erected upon any portion of said Lot Ten (10) without the prior approval by the Committee of the external design of any such building, fence, or other structure.

II:02 The parcels designated as Reserve "A" on the recorded map of ROLLING FORK, SECTION 2, (being the Lot between the Letica Drive and the Rolling Fork Creek) may only be used for a sewage treatment plant, and shall not be subject to the annual maintenance charge set out elsewhere herein, but shall be subject to all other appropriate Restrictions set forth herein. No building or other structure shall be placed or erected upon any portion of said Reserve "A" without prior approval by the Committee of the external design of any such building or other structure. Should this parcel no longer be needed as a sewage treatment plant it may be developed solely for

the purpose of a residential Lot or a green area and it will be subject to all the assessments and Restrictions set forth herein.

II:03 The parcel designated as Reserve "C" on the recorded map of ROLLING FORK, SECTION 3, (being the land north of Rodney Ray Boulevard and between Ivan Reid Drive and Fairbanks North Houston) may be used for any lawful purpose or purposes, and shall be subject to these Restrictions, and to the annual maintenance charge set out elsewhere herein. No building or other structure shall be placed or erected upon any portion of said Reserve "C", without prior approval of the Committee of the external design of any such building or other structure.

II:04 The parcel designated as Reserve "F" on the recorded map of ROLLING FORK, SECTION 3, (being the Rolling Fork Recreational Club on the southwest corner of Rodney Ray Boulevard and Waynemer Way) may only be used for the construction of one or more non-profit recreational facilities for the use and benefit of present and future owners and shall be subject to the assessments and Restrictions set forth herein. No building or other structure shall be placed or erected upon any portion of said Reserve "F" without prior approval by the Committee of the external design of any such building or other structure.

II:05 The parcels designated as Reserves "J" "N" "O" and "P" on the recorded map of ROLLING FORK, SECTION 4, (being the "Drainage Easements" on the Reserves between the Lots on the west side of Waynemer Way and the Rolling Fork Creek) may only be used for green areas. No buildings or other structure shall be placed or erected upon any portion of said Reserves "J" "N" "O" and "P" without prior approval by the Committee of the external design of any such building or other structure.

II:06 The parcel designated as "Water Plant Site" on the recorded map of ROLLING FORK, SECTION 4, (being the Lot on the West side of Waynemer Way, between Lots 14 and 15 of Section 4) may only be used for a water well site and shall not be subject to the annual maintenance charge set out elsewhere herein but shall be

subject to the appropriate Restrictions set forth herein. No building or other structure shall be placed or erected upon any portion of said "Water Plant Site" without the prior approval by the Committee of the external design of any such building or other structure. Should this tract no longer be needed as a water plant site, it may be developed solely for the purpose of a residential Lot or a green area and will be subject to all the assessments and Restrictions set forth herein.

II:07 The parcel known as Tract 9, Block 2 on the recorded map of ROLLING FORK, SECTION 7 (being the Lot bounded by Rodney Ray Boulevard, Bayou Pine Court, the Rolling Fork Creek and Lori Lane), shall be used solely as a green area for the use and benefit of present and future Owners and shall be subject to the Restrictions created by this instrument but shall not be subject to any maintenance assessments.

II:08 The streets, alleys, parks, walks and easements as shown on the said maps or plats are hereby dedicated to the use of the public.

II:09 The necessary utility easements and rights-of-ways as shown on the aforesaid plat of ROLLING FORK, are reserved for the use and benefit of any public utility operating in Harris County, Texas, as well as for the benefit of property owners in the subdivision to allow for the construction, maintenance and operation of a system or systems of electric light and power, telephone lines, gas, water, sewers, or any other utility or service which may be necessary for the proper service of the Lots in ROLLING FORK.

II:10 The right is reserved to impose further restrictions and dedicate additional easements and roadway rights-of-way on any unsold sites in said Subdivision, such restrictions to be imposed and such easements and rights-of-way to be dedicated either by instrument in writing duly recorded in the office of the County Clerk of Harris County, Texas, or incorporated in the Deed conveying the site to be so restricted or subjected to such easement or right-of-way.

II:11 It shall be and is expressly understood and agreed that the title conveyed by

Grantor to any Lot or parcel of land in said ROLLING FORK, by contract, deed or other conveyance shall not in any event be held or construed to include the title to the water, gas, sewer, storm sewer, electric light, electric power, or telephone lines, poles, or conduits or any other utility or appurtenances thereto constructed by a public utility company through, along, or upon the herein dedicated public easements, premises, or any part thereof to serve said property or any other portions of ROLLING FORK, and the right to maintain, repair, sell or lease such lines, utilities and appurtenances to any municipal entity, or to any public service corporation, or to any other party, is hereby expressly reserved to the Committee.

II:12 The Committee expressly reserves unto itself, its successors and assigns; (1) the right to receive all payments from others for the purpose of connecting into the utility system for the purpose of serving property outside of ROLLING FORK, and, (2) the right to grant the right of passage over any access easements running from ROLLING FORK to serve other properties in the vicinity.

ARTICLE III ARCHITECTURAL CONTROL COMMITTEE

The purpose of "ARTICLE IV., RESTRICTIVE COVENANTS ON RESIDENTIAL LOTS" is to enhance property values by requiring conformity with certain standards of construction, quality, and uniformity of visual appearance and design. The Committee, shall, if necessary, enforce such restrictive covenants after a report and recommendation by a sub-committee known as the Architectural Control Committee (ACC).

No building or improvement shall be erected, placed or altered on any Lot until complete copies of all building plans and specifications and a plat showing the location of any such building or improvement or alteration have been submitted in writing to the Committee and approved in writing by the Committee as to conformity with subdivision standards and quality of construction and harmony of external design and color with existing structures in ROLLING FORK, and as to location of the building or improvement with respect to topography and finished ground elevation. The ACC will recommend approval or disapproval of the design and location of any building or improvement or alteration to the Committee, however, the final decision rests with the Committee. Approval or disapproval by the Committee must be given within 30 days after plans, specifications, plat, design and location of any such building, improvement or alteration have been submitted to the Committee. Failure by the Committee to approve or disapprove within 30 days after such submission will negate the need for approval unless; before the expiration of such 30 day period, a lawsuit has commenced because the building or alteration has already been completed or a lawsuit to enjoin the erection of such building or making of such alteration has commenced and the lawsuit is filed prior to completion thereof.

ARTICLE IV
RESTRICTIVE COVENANTS ON RESIDENTIAL LOTS

IV:01 Buildings and Improvements:

(a) Residence: No building shall be constructed on any Lot in ROLLING FORK Sections 1, 2, 3 and 4 other than one detached single family dwelling and in Section 7, Block 2 other than one single family townhouse, or one single family patio home, or one detached single family dwelling. Buildings shall not exceed two (2) stories in height and must include a private garage for the storing of a minimum of two (2) but not more than three (3) cars. Servants quarters may be constructed for the use of domestic servants employed on the premises but must be located within the rear one-fourth (1/4) of the Lot.

(b) Square Footage Minimum: No main residential structure shall be placed on any Lot in Sections 1, 2, 3 and 4 unless its living area has a minimum of eighteen hundred (1,800) square feet of floor area, exclusive of porches, patios, breezeways, atriiums and garages. In Section 7, block 2 no main residential structure shall be placed on any Lot unless its living area has a minimum of one thousand (1,000) square feet of floor area, exclusive of porches, patios, breezeways, atriiums and garages.

(c) Building Location: No main residence building or other improvement shall be located nearer to the front lot line or nearer to any side street property line than the building setback lines shown on the recorded plat of ROLLING FORK. In any event, no building or other improvement shall be located on any Lot nearer than ten (10) feet to any side street property line, or nearer than five (5) feet from the rear property line, or nearer than five (5) feet from any side property line; provided, however (i) that as to such Lots facing on a cul-de-sac, the main residence building may be located as near as twenty (20) feet to the front property line, and (ii) any garage located

within ten (10) feet of the rear property line of any Lot may be constructed within three (3) feet of the side property line of the Lot.

(d) Detached & Attached Garage Location: All detached garages must be located at the rear of the main residence building and no attached garage shall be located within thirty (30) feet of the front building line unless its location is approved in writing by the Committee prior to its construction. All garages must be functional garages, that is, available for the parking of cars, storage of boats, etc.

(e) Building/Street Frontage: All buildings shall be constructed to front on the street upon which the Lot faces and all corner Lots shall be considered to face on the street which has the smallest frontage.

(f) Additions/Temporary Residence Restrictions: No trailer, camper, tent, shack, garage or other outbuilding on any Lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. Nor may any trailer, camper, boat, boat trailer, bus, truck larger than a three-quarter (3/4) ton pickup, inoperable vehicle, or machinery of any type be kept or stored within ROLLING FORK except within a garage or in such a place that is out of view from any public street or adjacent Lot. Any vehicle or item of the above type will be considered stored if it is parked in excess of forty-eight (48) hours without being moved. Visitors of residents may be granted a parking permit to park a camper, van, etc., in the resident's driveway for a continuous period up to ten (10) days and the permit shall be obtained in advance from the Committee.

(g) Exterior Wall Specifications: The exterior walls of all main residence buildings shall be at least fifty-one percent (51%) brick, brick veneer, stone, stone veneer, or stucco, unless otherwise approved in writing by the Committee. All remaining exterior wall surfaces must conform to guidelines established by the Architectural Control Committee.

(h) Roofing Materials: All roofs applied to all residences must have prior approval in writing from the Committee which shall have the sole right of approval of external composition and quality of roofing based on the guidelines established by the Architectural Control Committee. For safety reasons, existing wood shingle roofs shall be replaced or covered, when required, with non-wood, fire retardant roofing material with a life of twenty (20) years or greater.

(i) Fences, Walls and Hedges: No fence, wall or any pergola or other detached structure shall be erected, or maintained on any part of any Lot in front of the front building line of any Lot. No hedge or bush taller than two feet shall be grown within ten (10) feet of the street as it may obstruct views and endanger the safety of individuals. All fences located along the outer perimeter of any Lot, or if visible from the street, must be constructed of brick, masonry, redwood, cedar or wrought iron unless otherwise approved in writing by the Committee. Chain link fences in any configuration are not allowed. Any walls and/or fences around the outer perimeter of the ROLLING FORK SUBDIVISION must be of the same material and of uniform height of six (6) feet. Maintenance and/or replacement of any outer perimeter subdivision wall or fence will be the responsibility of the individual Owners and must be approved in writing by the Committee prior to any maintenance or replacement.

(j) Swimming Pools and Spas: Swimming pools, spas, jacuzzis and hot tubs shall not encroach any utility easement or building line shown on the recorded plat of ROLLING FORK. Swimming pools and in-ground spas must be enclosed by a six (6) foot privacy fence with locks or childproof latches on all gates. Above-ground swimming pools, spas, jacuzzis and hot tubs must have secure covers or fencing to prohibit accidental entry by children. If it is necessary to have water in a swimming pool during construction, then a construction fence sufficient to prohibit entry by children shall be provided. Swimming pool backwash shall be tied into the storm sewer

system. All swimming pools, spas, jacuzzis, hot tubs, kiddie pools, fountains and other water containing objects shall be kept clean and maintained to prevent odor and breeding of mosquitos and other pests. The Committee has the authority, without being liable for trespass, to hire a third party and charge the Owner for appropriate maintenance and/or cleaning of swimming pools, spas and other water containing objects if the Owner does not comply within a specified time stated in a written notice from the Committee.

(k) Exterior Lighting: Any exterior lighting for decorative or security purposes shall not be directed toward neighbor's property, public streets or thoroughfares. If exterior lighting is an annoyance to neighbors, the Owner shall place an appropriate shadowing device on the light.

(l) Antennas and Satellite Dishes: Exterior TV antennas or satellite dishes are forbidden unless you have prior written approval from the Committee.

(m) Business Restrictions: All Lots (except those mentioned in ARTICLE II - RESERVATIONS) shall be used exclusively for single family residential purposes. Any business, commercial or professional activity on any Lot or in any structure thereon which disturbs the exclusively residential character and tranquility of Rolling Fork shall be prohibited. Prohibited activity shall be defined as any such activity which creates disruptions or a nuisance to the neighborhood or any such activity that can be seen, heard or smelled by persons outside the Lot or structure. Indications of such prohibited activity shall include but not be limited to: noise, visible storing of supplies or equipment, increased pedestrian or vehicle traffic, increased parking of vehicles, increased deliveries, signs, advertising, emissions of dust, smoke, gasses, chemicals, odors, lights, radio signals, or discharges of non-household wastes into the sewage system. Specifically included in prohibited activity are: stores, public offices, hospitals, clinics, hotels, motels, boarding houses, and vehicle repair businesses. The foregoing Restrictions shall not be construed in such manner as to prohibit an Owner or resident from (a) keeping his or her

own business or professional records or accounts; or (b) handling his or her own business or professional telephone calls or correspondence because such uses are expressly declared customarily incidental to the principal residential use and not in violation of said Restrictions. The Committee has the authority to interpret and enforce the provisions concerning business restrictions.

(n) Building Additions and Modifications: Any addition, modification, extension or alteration made to any residential building must be submitted in writing and be approved in writing by the Committee before construction begins. The Architectural Control Committee shall examine such plans and make a recommendation to the Committee which shall have the sole right of approval. Refer to Article III for details.

(o) Miscellaneous: Clotheslines shall not be visible from the street. Installation of a window or wall type air conditioning unit must be approved in writing by the Committee prior to being installed. Installation of solar energy systems or solar energy units, etc., must be approved in writing by the Committee prior to being installed.

IV:02 Water and Sewage:

(a) Connections and Restrictions: No water well, septic tank or cesspool shall be permitted on any Lot, and the Owner of each Lot shall be required to use the water and sewer services provided by the ROLLING FORK PUBLIC UTILITY DISTRICT until such times as such facilities shall be transferred to a State, County, Municipal or other governmental agency.

IV:03 Maintenance and Appearance:

(a) Exterior Maintenance: Each Owner of a Lot in ROLLING FORK shall maintain the Lot and improvements in good physical condition. Exterior maintenance shall include but not be limited to painting and repairs to brick, roof, windows (including window treatments visible from the street), siding, shutters, gutters, garage doors,

walkways, driveways, and curbs so as to preserve a neat, safe, attractive and well maintained appearance. Additionally, all exterior maintenance should be completed in a timely manner. The exterior surfaces of Owner's residence and other building improvements shall not be painted or covered with siding unless the Committee gives its prior written approval of the color and quality of paint or siding to be used. The purpose of this covenant is to maintain consistency of the exterior paint and siding colors throughout the ROLLING FORK SUBDIVISION. Any changes to or deviations from any specifications contained in the Restrictions shall require the written approval of the Committee prior to commencement of work.

(b) Exterior Appearance: Any landscape plans which will include non-living ground cover must be approved by the Committee prior to installation. Grass, living ground cover, shrubs and flower beds shall be cut, trimmed, edged, and weeded on a regular basis so as to maintain a neat, well maintained appearance. Street gutters along Owner's property line shall be kept clean. All grass clippings and other maintenance debris shall be discarded in a proper and timely manner. Maintenance of trees, shrubs and plants extending across the property line are the responsibility of the Owner, and if not properly trimmed, may be cut and trimmed by the Owner who is being encroached upon. The Owner who is being encroached upon has the right to charge the Owner of the trees, shrubs or plants with any costs and expenses he incurs as a result of having to trim the trees, shrubs or plants. Any disputes arising out of the aforementioned can be submitted to the Alternative Dispute Resolution Committee in accordance with the 1987 Alternative Dispute Resolution Procedures Act and any amendments thereto. Grass and weeds shall be cut on all Lots so as to prevent an unsightly appearance. This is the obligation of the Owner of the Lot at his or her expense. If the Lot is not maintained and the Owner does not comply within a specified time as stated in a written notice, the Committee has the authority, without being liable for trespass, to hire a third party to do the maintenance work and subsequently charge the

Owner.

(c) Trash Dumping and Burning: No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste nor shall such be kept on any Lot except in closed sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Outside burning of trash or debris is not allowed.

(d) Signs: The only signs allowed between the front of the residence and the street are real estate "For Sale" signs not to exceed twelve (12) square feet in size. Small warning signs on residence, fence, etc. such as "No Soliciting", "Beware of Dog", etc. are permissible provided that they are not unsightly. Temporary signs such as political signs shall not exceed six (6) square feet, shall not be set up more than thirty (30) days in advance and shall be removed within forty-eight (48) hours after conclusion of the event.

(e) Parking of Cars and Other Vehicles: Resident's car(s) and other vehicles shall be parked in the garage or on the concrete portion of the driveway and shall not be parked in the grass portion of any Lot. No vehicle may be parked on any part of any street in the ROLLING FORK Subdivision for more than forty-eight (48) hours at a time. Vehicles shall not be moved from place to place in ROLLING FORK to avoid the intent of this prohibition. No vehicle may be parked on any driveway or street unless it is fully operable and is currently licensed and inspected. Inoperable vehicles on any Lot shall not be visible from the street.

(f) Repairing of Cars and Other Vehicles: Only minor repairs or maintenance of cars and other vehicles which can be completed in forty-eight (48) hours are allowed in resident's driveway. Only repairs of an emergency nature are allowed on the street in front of residence.

IV:04 Animals and Pets:

(a) Animals and Pets: No animals or pets other than dogs, cats or other

common household pets shall be kept on any Lot, and not more than two (2) pets of each species shall be kept on the premises. All animals, including cats, are subject to leash laws of Harris County. In no event shall any dangerous, wild, or farm animals be kept on any Lot or within any building or cage.

IV:05 Annoyances, Nuisances and Illegal Activity:

(a) Nuisance: No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(b) Noise/Other Activity: No loud or offensive noise, including but not limited to that from barking dogs or other animals, sound systems, musical instruments, motorcycles or other vehicles, shall be allowed. Noise associated with necessary and routine building and Lot repairs, maintenance and upkeep is allowed during normal working hours.

(c) Sale of Alcohol/Controlled or Illegal Substances: No alcohol, beverages containing alcohol, or any controlled or illegal substance shall ever be sold, or offered for sale, on any Lot in ROLLING FORK, and said premises shall not be used for any vicious, illegal or immoral purposes, or for any purposes in violation of any applicable law, regulation, or any building or fire code.

IV:06 Drilling and Mining:

(a) Drilling and Mining Restrictions: No drilling, oil development operations, oil refining, gas recycling, quarrying or mining operations of any kind shall be permitted on any Lot, nor shall wells of any type, tanks, tunnels, mineral excavations or shafts, be permitted upon any Lot; and no derrick or other structure designed for use in drilling or boring for oil or gas shall be erected, maintained, or permitted on any Lot.

IV:07 Subdivision of Multiple Lots:

(a) Subdivision of Multiple Lots: All building sites shall be composed of a Lot as shown on the recorded plat of ROLLING FORK; however, a parcel consisting of

more than two (2) adjoining Lots may be re-subdivided into more than one (1) building site by written approval of the Committee. In the event of any such re-subdivision, the provisions herein relating to the location of improvements with reference to the side line of any Lot shall apply to the side line of each building site created by any such re-subdivision.

IV:08 Enforcement:

(a) Severability: Should any one or more of the Restrictions set forth herein be held to be invalid or unenforceable by final judgement of any court possessing appropriate jurisdiction, the same shall in no way affect the remainder of the Restrictions contained herein not directly affected by such final judgement, and the remainder of such Restrictions shall remain in full force and effect.

(b) Rights to Prosecute: The Committee, its successors and assigns, or any other person, firm or corporation owning a Lot in ROLLING FORK shall have the right to prosecute any action at law or in equity that it or they deem advisable to enjoin any violation or attempted violation of any of the Restrictions contained herein, and to prosecute the same against the person or persons violating or attempting to violate the same. Violation of any Restrictions herein shall give the Committee, its successors and assigns, the right to enter upon the property after a specified time contained in a written notice to the Owner where such violation exists and summarily abate or remove the same at the expense of the Owner, and such entry and abatement or removal shall not be deemed a trespass.

(c) Rights of Mortgagee, Trustee or The Committee: Any violation of any of the Restrictions set out above shall not have the effect of impairing or affecting the rights of any mortgagee, trustee, or guarantor under any mortgage or Deed of Trust, or the assignee of any mortgage, trustee or guarantor under any such mortgage or Deed of Trust outstanding against the Lot covered by any such mortgage or Deed of Trust at the time the Restrictions may be violated.

ARTICLE V
COVENANT FOR MAINTENANCE ASSESSMENT

The lien for annual assessment or charges and special assessments that was created in the original declaration of all the different sections of ROLLING FORK is hereby modified to include the following:

V:01 Creation of the Lien and Personal Obligation of Assessment: Each Owner of each Lot owned within ROLLING FORK, hereby covenants and agrees (by acceptance of a deed therefor whether or not it shall be so expressed in such deed) with each other Owner, and each future Owner of any Lot shall be deemed to so covenant and agree, to pay to the Committee: (1) Annual assessments or charges, and (2) special assessments for community capital improvements or for repayment of funds borrowed and used for payment of such capital improvements. Such assessments shall be established and collected as hereinafter provided. The annual and special assessment, together with interest at the highest maximum lawful rate, costs and reasonable attorney's fees, shall be a charge on the Lots and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interests at the highest maximum lawful rate, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time when the assessment fell due. Furthermore, each such Owner who violates these Restrictions shall pay any costs incurred by the Association to enforce or correct violations of these Restrictions including but not limited to: pool and yard maintenance and/or repair charges, interest at the highest maximum lawful rate, court costs and attorney's fees. .

V:02 Purpose of Assessment: The Assessments levied by the Committee shall be used exclusively to promote the recreation, health, safety and welfare of the

resident's in ROLLING FORK, to maintain common areas and facilities, and to otherwise protect property values in ROLLING FORK.

V:03 Maximum Annual Maintenance: Until January 1 of the year immediately following the passage of this Amended Declaration, of Covenants, Conditions and Restrictions the maximum annual assessment shall be the full value of the assessment which was being assessed before such passage.

(a) From and after January 1 of such year, the annual assessment may be increased in a given year by the Committee, without a vote of the Owners, by an amount equal to not more than ten percent (10%) of the annual assessment of the previous year.

(b) From and after January 1 of such year, the annual assessment may be increased in a given year by an amount in excess of ten percent (10%) of the assessment for the previous year by approval of a simple majority of the total Eligible Voters. Voting can be by proxy or in person at a meeting duly called for such purpose.

(c) The Committee may fix the annual assessment at an amount not in excess of the maximum allowed assessment.

V:04 Special Assessments for Capital Improvements: In addition to the annual assessment authorized above, the Committee may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part the cost of: (1) any purchase, construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, or (2) any other expenditure authorized by Section V:02; provided that any such assessment shall have the assent of sixty percent (60%) of the total Eligible Voters. Voting can be by proxy or in person at a meeting duly called for such purpose.

V:05 Notice for any Action Authorized under Article V:03 and V:04: Written notice of any meeting called for the purpose of taking any action authorized under Articles V:03 and V:04 shall be mailed (by U.S. first class mail) to all members not less than thirty (30) days but not more than sixty (60) days in advance of the

meeting. Voting can be in person or by proxy and must be completed within sixty (60) days after the action is initially presented by the Committee for a vote.

V:06 Manner of Assessment: All Lots in ROLLING FORK, whether improved or not, shall bear their applicable maintenance fund assessment.

V:07 Date of Commencement of Annual Assessments: Due Dates: The annual assessments provided herein commenced as to all Lots in ROLLING FORK, on the first day of January of the year immediately following the passage of the original declarations for the sections of ROLLING FORK, and thereafter the Committee shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be mailed (by U.S. first class mail) to every Owner subject thereto. The Committee shall upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Committee setting forth whether the assessments on a specified Lot have been paid and the amount of any delinquencies. The Committee shall not deny a request for such certificate to any party who in the Committee's judgment has a legitimate reason for requesting same.

V:08 Effect of Nonpayment of Assessment: Remedies of the Committee: Any assessment not paid within thirty (30) days after the due date set by the Committee is delinquent and shall bear interest from the due date until paid at the maximum lawful rate. The Committee may bring an action at law against the owner personally obligated to pay the assessment, or foreclose the lien against the Lot involved, or both, and interest, costs, and reasonable attorneys' fees shall be added to the amount of such assessment. Each Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Committee or its agents the right and power to bring all actions against such Owner personally for the collection of such assessments as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including nonjudicial foreclosure pursuant to Section 51.002 of the Texas Property Code, and such Owner

hereby expressly grants the Committee a power of sale in connection with said lien. The Committee may designate a trustee in writing from time to time to post or cause to be posted the required notices and to conduct such foreclosure sale. The trustee may be changed at any time and from time to time by an instrument in writing signed by the President or a Vice President of the Committee and attested to by the Secretary or any Assistant Secretary of the Committee and filed for record in the Official Public Records of the Real Property of the County in which the subdivision is located. The lien provided for in this paragraph shall be in favor of the Committee for the common benefit of all Owners in the event the Committee has decided to foreclose the lien provided herein for the nonpayment of assessment by any Owner. At any foreclosure, judicial or non-judicial, the Committee shall be entitled to bid up to the amount of its lien, together with costs and attorneys' fees, and to apply as a cash credit against its bid all sums due the Committee covered by the lien foreclosed. From and after any such foreclosure the occupants of such Lot will become tenants of the purchaser and shall be required to pay a reasonable rent for the use of the Lot, and the purchaser at such foreclosure shall be entitled to the appointment of a receiver to collect same, and, further, shall be entitled to sue for the recovery of possession of the Lot premises at forcible detainer without the necessity of giving notice to the former Owner or Owners or any occupants of the Lot sold at foreclosure. No Owner may waive or otherwise escape liability for the assessments provided for herein by non use of the Common Area or abandonment of his Lot.

V:09 Subordination of Lien to Mortgages: The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI

TRANSITION RULES

For the purpose of these Restrictions the following provisions shall apply:

After the effective date of these Restrictions any new structures, improvements, repairs, or repainting etc. must conform to all of these Restrictions.

VI:01 Permanent Structures:

Existing permanent structures that are in place when these Restrictions become effective will not have to be changed until they have to be replaced, repaired, repainted and the like. The following are examples of the types of violations that will not have to be changed to conform to these Restrictions until the structures are replaced, repaired, repainted etc.:

- Square footage requirements

- Setback lines and building location requirements

- Roofs

- Building additions or modifications

- Driveways

VI:02 Activities:

Under no circumstance will activities that violate these Restrictions be permitted. As examples of these activities the following is a non-exclusive list of some of the types of violations that shall not be permitted. This list includes but is not limited to:

- Business activities violations

- Improper storage or parking of boats, trailers, cars etc.

- Requirements for fencing and cleaning of pools

- Requirements for exterior maintenance and appearance

- Noise violations

Animal and pet violations

Health and safety violations

The Committee has the authority to interpret and enforce the above.

Under no circumstances will any structure, activity or condition, that disturbs the residential tranquility of Rolling Fork, or presents a risk to the health or safety of the members of the Rolling Fork community or of the general public, be allowed.

ROLLING FORK OWNERS COMMITTEE, INC.

(Signature and Title)

(Date)

THE STATE OF TEXAS:

COUNTY OF HARRIS:

This instrument was acknowledged before me on the 19th day of December, 1991 by
Jude B. Wiggins,

who is the President of ROLLING FORK OWNERS COMMITTEE, INC., on behalf of
said corporation.

Notary Public in and for the State of Texas